

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

SECURITIES AND EXCHANGE
COMMISSION,
Plaintiff,

CASE NO. 8:20-CV-325-T-35AEP

v.

BRIAN DAVISON;
BARRY M. RYBICKI;
EQUIALT LLC;
EQUIALT FUND, LLC;
EQUIALT FUND II, LLC;
EQUIALT FUND III, LLC;
EA SIP, LLC;
Defendants, and

128 E. DAVIS BLVD, LLC; et al.

Relief Defendants.

**RECEIVER'S UNOPPOSED MOTION TO (1) APPROVE PROCEDURE
TO ADMINISTER CLAIMS AND PROOF OF CLAIM FORM, (2)
ESTABLISH DEADLINE FOR FILING PROOF OF CLAIM FORMS, (3)
PERMIT NOTICE BY MAIL AND PUBLICATION, AND (4) APPROVE
THE RETENTION OF OMNI AGENT SOLUTIONS AND
INCORPORATED MEMORANDUM OF LAW**

Burton W. Wiand, as Receiver over the above-captioned defendants and relief defendants¹ (the "Receiver" and the "Receivership"), respectfully moves

¹ The ("Receiver" and the "Receivership" or "Receivership Estate") has been expanded to include not only the Corporate and Relief Defendants but also the following entities: EquiAlt Qualified Opportunity Zone Fund, LP; EquiAlt QOZ Fund GP, LLC; EquiAlt Secured Income Portfolio REIT, Inc.; EquiAlt Holdings LLC; EquiAlt Property Management LLC; and EquiAlt Capital Advisors, LLC. *See* Doc. 184, at 6–7; *see also* Doc. 284 (expanding the

this Court for an order (1) approving the Proof of Claim Form attached as **Exhibit 1** and the procedure to administer claims set forth in this motion, including the Claims Process Instructions attached as **Exhibit 2**; (2) establishing a deadline for filing claims against the Receivership; (3) permitting notice of the deadline by mail and by publication in *The USA Today* (national edition), the *Arizona Republic* (local edition), the *Tampa Bay Times* (local edition), the *San Francisco Chronicle* (local edition), the *Los Angeles Times* (local edition), and on the Receiver's website (www.equialtreceivership.com) in the form attached as **Exhibit 3** (the "Notice"), and (4) approving the retention of Omni Agent Solutions ("Omni") to assist with the logistical aspects of the Claims Process as set forth in **Exhibit 5**.²

Background

On February 14, 2020, the Court entered an order (Doc. 11) appointing Burton W. Wiand as temporary Receiver. The Court directed him, in relevant part, to "[t]ake immediate possession of all property, assets and estates of every kind of the Corporate Defendants and Relief Defendants . . . and to administer

Receivership to include Equialt Fund I, LLC).

² The Receiver has control of software used by certain defendants to communicate with investors. The Receiver also has email addresses for many of the investors, either from the software or from the registration section of the Receiver's website. The Receiver anticipates also using email to inform claimants of developments in the Claims Process.

such assets as is required in order to comply with the directions contained in this Order.” Doc. 11 at ¶1. The Court also entered a temporary restraining order (Doc. 10) imposing a temporary injunction against the Defendants and Relief Defendants, freezing their assets and granting other relief. On August 17, 2020, the Court issued an order (Doc. 184) granting the SEC’s request for a preliminary injunction, extending the temporary restraining order pending the issuance of the preliminary injunction, and granting the Receiver’s motion to expand the Receivership to include REIT and QOZ Entities (Doc. 90).

Pursuant to the orders (Docs. 11, 184) (the “**Orders**”), the Receiver’s appointment was necessary to “administer and manage the business affairs, funds, assets, choses in action and any other property of the Corporate Defendants and Relief Defendants; marshal and safeguard all of the assets of the Corporate Defendants and Relief Defendants and take whatever actions are necessary for the protection of investors.” Doc. 11 at 2. The Receiver also has the obligation to report to the Court the “status of creditor claims proceedings, after such proceedings have been commenced.” Doc. 11 at 10, ¶ 29F. In accordance with the terms and conditions of the Orders, the Receiver, among other things, took possession of certain Receivership Entities’ assets and is currently in the process of administering those assets, working to recover additional assets, and determining the extent of the Receivership Entities’ liabilities.

The SEC's complaint charges the Defendants with violations of various federal securities laws and regulations in connection with a real estate Ponzi scheme that raised more than \$170 million from approximately 1,100 victim investors (the "**Scheme**"). The SEC alleges that the Defendants misrepresented the use of the proceeds of the investments and that Defendants Davison and Rybicki, who controlled the operations of the Receivership Entities prior to the appointment of the Receiver, misappropriated monies from the investors. The Amended Complaint (Doc. 138) and the Receiver's First Quarterly Status Report (Doc. 84) contain a more detailed description of the Scheme.

In essence, investors were lured into the Scheme through the sale of unregistered securities in the form of debentures that promised high returns purportedly earned by investing in distressed real estate. In reality, the purported investment opportunity was a fraudulent scheme in which money raised from new investors and additional money raised from existing investors was used to (1) pay fictitious returns and purported principal redemptions to existing investors; (2) pay purported management, advisory, incentive and/or referral fees; and (3) pay unauthorized personal and business expenses. While some investors received funds from the Receivership Entities, others did not.

For the foregoing reasons, to determine the extent of the Receivership Entities' legal obligations, and to allow investors, creditors, and any other

interested parties to advise the Receiver of any possible claims against the Receivership Entities, the Receiver proposes that the Court approve the Proof of Claim Form attached as **Exhibit 1** and the procedures to administer claims set forth below, including the Claims Process Instructions attached as **Exhibit 2**.

Relief Requested

Pursuant to the Orders, the Receiver was obligated to take possession of the Receivership Entities' assets for the benefit of its creditors — including the victim investors — and to take whatever other steps are necessary for the creditors' protection. The Receiver's goal is ultimately to marshal and distribute liquidated assets to creditors with allowed claims (the "Distributions") in a fair and equitable manner.³ The Receiver already has collected approximately \$3.3 million in liquid assets and has liquidated or is in the process of liquidating additional assets (at present totaling approximately \$5 million) for eventual distribution to victims through this Claims Process. To expedite the distribution of these and future-collected assets, the Receiver moves the Court to establish the process for determining claims so that collected funds can begin to be distributed at the earliest possible time. The

³ The Distributions will be made from two sources, which will ultimately be consolidated: (1) money collected by the Receiver independent of any civil or criminal forfeiture proceeding and; (2) disgorgement and settlement funds collected by the SEC from the SEC Defendants and other actions brought by the SEC against agents who sold EquiAlt notes.

Receiver will submit a proposed distribution plan for the Court's approval in a subsequent motion.

A. Claims Bar Date

The Receiver seeks entry of an order establishing a deadline by which all claimants holding a claim against a Receivership Entity arising out of the activities of the Receivership Entities (the "Claimants") must assert their claim (the "Claims Bar Date").⁴ The Receiver proposes that the Claims Bar Date be set 90 days from the mailing of the Proof of Claim Form to known possible Claimants. This date will allow the Receiver sufficient time to arrange for and publish the proposed Notice and give potential Claimants sufficient time to file a claim with the Receiver. Claimants must file claims to participate in any distribution of Receivership assets. The Receiver proposes that any claim received after the Claims Bar Date be disallowed.

A Claims Bar Date is necessary to allow as many Claimants as possible to participate in the claims process while also allowing the Receiver to obtain certainty in a reasonably prompt fashion of the total amount of potential claims to the Receivership assets. Such certainty is necessary to be able to determine the amount of money each Claimant with an allowed claim is entitled to receive

⁴ The Receiver will calculate and insert the specific date for the Claims Bar Date in the Notice, Claims Process Instructions, and Proof of Claim Form. The proposed Notice, Claims Process Instructions, and Proof of Claim Form currently contain blanks where the Receiver intends to insert this date.

and to facilitate a timely claims resolution and distribution process.

B. Notice by Mail and Publication

The Receiver and his professionals have spent time gathering and examining documents and other data relating to the Receivership Entities. Based on the review of these documents, the Receiver believes he has identified most (if not substantially all) of the Receivership Entities' investors. As to these known potential Claimants, the Receiver generally possesses last known mailing addresses. The Receiver has determined, however, that the Receivership Entities' records may lack completely accurate information regarding investment activities, including a limited number of last known mailing addresses. In addition, some known Claimants may have moved or otherwise changed addresses. The Receiver also possesses email addresses for many known potential Claimants, but the Receiver does not possess email addresses for all potential Claimants.

The Receiver's knowledge is limited to (1) the documents and information he has been able to obtain from the Receivership Entities, financial institutions, and investors through a registration process on the Receiver's website and (2) other information he has gathered. It is possible that some Claimants may be currently unknown, and the identities of these potential Claimants are not reasonably ascertainable. As such, providing notice of the Claims Bar Date to all potential Claimants by direct mail alone is

not possible. Nonetheless, the Receiver has identified more than 1300 investor claimants of which more than 830 have registered through the Receiver's website.

Based upon the documents reviewed and information gathered to date, investors and other potential creditors are located throughout at least 35 states, with a significant concentration in Arizona and California. Given the geographically broad area in which potential Claimants are located and the significant expense associated with publication of the Notice in each of the states where potential Claimants may reside and the relatively few (if any) interested parties who might benefit from such publication, the Receiver proposes publishing the Notice in the national edition of *The USA Today*, as well as in local publications of the *Arizona Republic*, the *Tampa Bay Times*, the *San Francisco Chronicle*, and the *Los Angeles Times* for one day at least 45 days prior to the Claims Bar Date.⁵

The *Tampa Bay Times* has been reporting on the scheme and the Receivership.⁶ Despite a relatively small number of EquiAlt investors in

⁵ The cost of a one-day advertisement for the Notice in the national edition of *The USA Today* is approximately \$2,800. The cost for the same advertisement in each of the local publications is as follows: the *Tampa Bay Times*, \$592.40; the *Arizona Republic*, \$1,365; the *San Francisco Chronicle*, \$157.50; and the *Los Angeles Times*, \$2,292.92.

⁶ See <https://www.tampabay.com/news/business/2020/02/19/tampa-investment-firm-accused-of-170-million-ponzi-scheme/> (last visited on May 14, 2021); see also, <https://www.tampabay.com/news/business/2020/02/28/investors-sue-tampa-firm-accused-of-170-million-ponzi-scheme/> (last visited on May 14, 2021).

Florida, given the newspaper's coverage of the scheme and the fact that a substantial majority of the real estate owned by the Receivership Entites is within the greater Tampa Bay area, the Receiver believes that potential Claimants (largely vendor creditors related to property development) located in the Tampa Bay area and those located outside the area may be following the coverage and would benefit from the publication. The Receiver further proposes to publish the Proof of Claim Form and Notice on his website at www.equialtreceivership.com and, as noted above, the Receiver also intends to communicate developments in the Claims Process to known investors through email communications as feasible.

Therefore, the Receiver seeks permission to provide notice of the Claims Bar Date to known potential Claimants by mail to their last known address and to unknown Claimants by publication on the Receiver's website, in the national edition of *The USA Today*, the local publications of the *Tampa Bay Times*, the *Arizona Republic*, the *San Francisco Chronicle*, and the *Los Angeles Times*, and the Receiver's website. The Notice of the Claims Bar Date will be in the form attached as **Exhibit 3**. The Claims Bar Date will apply to all creditors and victims of the EquiAlt scheme. The Receiver believes that such notice is reasonably calculated to inform all known and unknown Claimants of the Claims Bar Date.

C. Procedures to Be Applied to the Administration of Claims

The Receiver has developed a proposed procedure and Proof of Claim Form to efficiently and equitably identify potential Claimants and the amount and validity of any claim. For the purposes of this claims procedure, the Receiver intends to pool all of the Receivership assets and make distributions from the pooled assets to all Claimants who were damaged by this fraudulent scheme and timely and properly file claims. Soon, the Receiver will be filing a motion to authorize the pooling of assets and claims. The Receiver's proposed procedure will ensure certainty as to the total number and amount of claims against the Receivership Estate and thus allow for an equitable distribution among Claimants. The Receiver's proposed procedure also will lessen the burden on many known Claimants.

The Receiver and his professionals have spent considerable time and resources examining voluminous documents relating to the Receivership Entities. Based on this examination and to the extent possible, the Receiver has determined a "**Net Investment Amount**" for most of the known investors. The Net Investment Amount for each investor's investment is calculated by adding all amounts contributed by the pertinent investor and subtracting all payments made to that investor and/or in connection with that investment, regardless of whether those payments were characterized as interest, earnings, distributions, returns or redemptions of principal, or any other

terminology. For example, an investor who invested \$100,000 and received \$50,000 in distributions would have a Net Investment Amount of \$50,000.

Based on the information gleaned from these various sources, it is anticipated that Proof of Claim Forms will be sent to more than 1300 investor creditors and more than 700 potential non-investor creditors. Given these numbers, the Receiver believes it is the Receivership's best interest to outsource logistical aspects related to the Claims Process – mailing, determining more accurate addresses if mail is returned, addressing clerical deficiencies, assisting with data entry of information on the returned Proof of Claim Forms, and processing distributions. To that end, the Receiver interviewed three different firms to provide assistance with these tasks. After careful consideration, the Receiver believes that Omni is the best candidate to provide these services. As such, the Receiver seeks this Court's approval of Omni's retention. Omni has been providing these types of services to Receivers and Bankruptcy Trustees for many years and has been approved for these services in courts throughout the country. Attached for the Court's review is material related to Omni's background (**Exhibit 4**) as well as the retention agreement with Omni. *See* **Exhibit 5**.

To make the process of submitting a claim less burdensome for investors, the Receiver proposes that Omni will mail a Proof of Claim Form to each known investor. Omni will also include Claims Process Instructions in the form

attached as **Exhibit 2**. Further, if the Receiver has sufficient reliable information to determine the Net Investment Amount for an investor, the Receiver proposes to include the calculated Net Investment Amount with the Proof of Claim Form for the pertinent investor. If the investor receives a Net Investment Amount and agrees with the amount identified, then the investor does not need to provide any further documentation supporting his or her claim. However, the investor must still complete and sign the Proof of Claim Form under penalty of perjury and return it to Omni before the Claims Bar Date, as specified below. In addition to the traditional mail option, Omni also will provide a portal for claims to be submitted directly online and a platform for the submission of completed Proof of Claim Forms and related documentation by upload.

If the investor disagrees with the Net Investment Amount or if the Receiver determines to not include a Net Investment Amount, then the investor must provide the amount he or she contends is correct and legible copies of all documents on which the claim is based or, if documents are not available, an explanation as to why the documents are not available. If an investor made multiple investments over time, Omni will send the investor a Proof of Claim Form for each investment. The investor must complete and return each Proof of Claim Form to preserve all claims.

If the Receiver discovers that the Net Investment Amount provided on

an attachment to the Proof of Claim Form is not accurate, he will amend the Net Investment Amount and may provide notice of the amendment to the investor either through a direct communication to the investor or through the motion seeking the Court's approval of the Receiver's recommended claim determinations.⁷

Similarly, in the Receiver's discretion, the Receiver may provide notice of a deficiency in a submitted Proof of Claim Form to the submitting Claimant by mail, electronic communication, or telephone call. The Claimant will then have the later of either the Claims Bar Date or thirty (30) days from the date the notice of deficiency was provided to correct the deficiency as directed by the Receiver to preserve his or her claim. If the Receiver determines that it is in the best interest of the Receivership, he may choose to address deficiencies through the objection procedure, which will be discussed in the Receiver's Motion to Approve Claim Determinations. The Receiver also may request additional information from a Claimant. A Claimant's failure to cure a deficiency or provide additional information may result in denial of the claim.

It is unlikely that the Receiver will recover sufficient funds to pay all allowed claims in full. In receiverships, Claimants with allowed claims

⁷ After the Claims Bar Date has passed and the Receiver has reviewed all claims and made claim determinations for all submitted claims, he will file a motion to approve his recommended determination and priority of claims and an objection procedure ("Motion to Approve Claim Determinations").

generally recover a percentage of their losses. As such, the Net Investment Amount will serve as the basis for determining the recipients and amount of Distributions to be paid to victim investors.⁸ The identification of a Net Investment Amount does not mean that the investor has a valid claim. The Receiver reserves the right to object to the validity of any claim notwithstanding the identification of any such amount.

Each claim must be submitted either (1) on the Proof of Claim Form provided to the Claimant or available on the Receiver's website or (2) through the online portal. The Receiver reserves the right to reject any altered Proof of Claim Form. A rejection will be treated as a deficiency, and the Claimant will have the time indicated above within which to submit an acceptable Proof of Claim Form. Each Proof of Claim Form must be signed by the Claimant or, if the Claimant is not an individual, by an authorized agent of the Claimant. If the claim is being submitted by more than one person (i.e., a joint claim by husband and wife), all persons submitting the claim must sign the Proof of Claim Form. The Claimant must attest under penalty of perjury that the information, including any information provided by the Receiver, is true and correct. Each Proof of Claim Form must be legible, written in English, and

⁸ To the extent any non-investor claims are submitted (for example, a claim submitted by an individual or entity who provided services to a Receivership property before the appointment of the Receiver), the Receiver will recommend and seek the Court's approval of a method for addressing and resolving such claims consistent with the goals of the Receivership.

denominated in United States currency. The submission of a claim will subject the Claimant to the jurisdiction of the United States District Court for the Middle District of Florida.

All Proof of Claim Forms must be sent (or submitted online) so as to be received on or before the Claims Bar Date. Proof of Claim Forms may be submitted by one of the following options: (1) online, through the Receiver's eClaims portal which can be accessed at www.omniagentsolutions.com/equialt (in order to submit a claim through the eClaims portal, the Claimant will need a Personal Identification Code which will be provided on the Proof of Claim Form sent to Claimants or one can be requested from Omni); (2) electronically, by uploading the completed Proof of Claim Form to www.omniagentsolutions.com/equialt; or (3) by submitting the completed Proof of Claim Form by mail, overnight delivery or courier, to the following address:

EquiAlt Receiver Claims Processing
c/o Omni Agent Solutions
5955 De Soto Avenue, Suite 100
Woodland Hills, CA 91367

It is the Claimant's responsibility to ensure that Proof of Claim Forms are delivered to Omni.

In the Motion to Approve Claim Determinations, the Receiver will recommend to the Court that any properly completed and timely filed claim be

considered allowed if it is established that: (1) the claim arises from or in connection with the fraudulent investment scheme set forth in the Amended Complaint filed by the SEC in this action; (2) losses recognized by law resulted from such activities; (3) any alleged claim and losses are supported by appropriate documentation and are consistent with the books and records available to the Receiver; and (4) no ground exists for denying the claim.

As noted above, after the Claims Bar Date expires and the Receiver has evaluated all submitted claims, he will seek approval from this Court regarding: (1) allowed claim amounts; (2) priority of claims; (3) a process for the resolution of objections to claim determinations and priorities reached by the Receiver; and (4) if needed, the establishment of reserves for administration of the Receivership, for litigation, and for disputed claims and priorities — until such time as the disputes are resolved.

At the appropriate time, as determined by the Receiver, he will also seek the Court's approval of a proposed plan of distribution. After Court approval, any Distribution to the Claimants will be made in an equitable manner and in accordance with the appropriate priority, and no Claimant shall receive more than his or her respective allowed amount. The Receiver intends to seek Court approval to make interim Distributions so that defrauded investors who suffered losses receive Distributions as soon as possible.

All administrative expenses, including attorneys' and other

professionals' fees and costs (including Omni), litigation expenses, and other administrative costs, such as expenses for publishing notice will be paid from the Receivership Estate. These administrative expenses will be paid or reserved before any Distribution is made. The Receiver has not made any prior request for the relief sought in this motion to this or any other Court.

The Receiver requests that the Court (1) approve the Proof of Claim Form attached as **Exhibit 1** and the claims administration procedures set forth in this motion, including the Claims Process Instructions attached as **Exhibit 2**; (2) establish a deadline for receipt of claims that is 90 days from the mailing of the Proof of Claim Form to known possible Claimants (the Claims Bar Date); (3) permit notice of the deadline in the form attached as **Exhibit 3** by (a) first class U.S. mail to the last known addresses of all known potential Claimants, (b) publication in the national edition of *The USA Today* and in the local publications of the *Tampa Bay Times*, the *Arizona Republic*, the *San Francisco Chronicle*, and the *Los Angeles Times*, and (c) publication on the Receiver's website as described above; and (4) approve the retention of Omni to assist in the administration of the Claims Process as set forth in **Exhibit 5**.

MEMORANDUM IN SUPPORT

The Court's power to supervise an equity receivership and to determine the appropriate actions to be taken in its administration is extremely broad.

S.E.C. v. Elliott, 953 F.2d 1560, 1566 (11th Cir. 1992); *S.E.C. v. Hardy*, 803 F.2d 1034, 1038 (9th Cir. 1986). “A district court has summary jurisdiction over receivership proceedings and may deviate from the Federal Rules of Civil Procedure in favor of exercising its broad powers and wide discretion to determine relief.” *S.E.C. v. Torchia*, 922 F.3d 1307, 1316 (11th Cir. 2019) (internal quotations omitted). The Court’s wide discretion derives from the inherent powers of an equity court to fashion relief. *Bendall v. Lancer Mgmt. Grp., LLC*, 523 F. App’x 554, 557 (11th Cir. 2013) (citing *Elliott*, 953 F.2d at 1566). The relief sought by the Receiver falls squarely within those powers.

In receivership proceedings, “[e]very person who has any claim or demand against the estate or property in the custody of the court through the receiver . . . must assert such claim or demand in the court in which such receiver was appointed.” Ralph E. Clark, Clark on Receivers § 646, at 1132 (3rd ed. 1992); *see also S.E.C. v. Morriss*, 2014 WL 585395, at *3 (E.D. Mo. Feb. 14, 2014) (holding that claimant forfeited his right to either claim or object to a distribution by failing to submit a claim). One way for claimants to assert a claim is for claimants to be authorized “under a general order of the appointing court [to file their] claim with the receiver.” Clark on Receivers § 646, at 1132. The receiver may agree or disagree with the claim, which claim is ultimately approved or disapproved by the court. *Id.*; *see also S.E.C. v. Founding Partners Capital Mgmt.*, 2014 WL 2993780, at *1 (M.D. Fla. July 3, 2014) (agreeing with

and adopting the receiver's recommendations concerning investor claims). "The claims should be definite enough to enable the receiver to pass on their validity, fairness and legality and to place them in their proper and legal category of claims for preference, if any." Clark on Receivers § 651, at 1142.

In addition to approving the proof of claim form, it is not unusual for a court overseeing a receivership to enter an order limiting the time within which claims must be presented. *See S.E.C. v. Onix Capital, LLC*, 2018 WL 1124435 (S.D. Fla. 2018) ("among these broad powers is the power to establish proof of claim procedures and set an effective claims bar date") (citations omitted). An order limiting the time within which claims must be submitted has been deemed to be necessary to "lay the foundation for the court to order payments to creditors and distribution to those entitled to receive." Clark on Receivers § 651, at 1142. Furthermore, a court with jurisdiction over a receivership, by advertisement and by proper notices by mail, by publication and otherwise should take measures to notify interested parties affected by the receivership. *Id.* § 652, at 1143; *see also S.E.C. v. Neal*, 2007 WL 1231790, at *1 (D. Or. Apr. 24, 2007) (denying claimant's objection to the denial of his claim filed after the claims bar date despite claimant's assertion that he never received notice where notice to claimants was published in newspapers and online). This Court has previously approved procedures, proof of claim forms, and claims bar dates such as those proposed in this motion. *See, e.g., S.E.C. v.*

A. Nadel et. al., Case No. 8:09-cv-00087-RAL-TBM, Order Doc. 391 (M.D. Fla. Apr. 21, 2010); *S.E.C. v. A. Nadel et. al.*, Case No. 8:09-cv-00087-RAL-TBM, Order Doc. 1241 (M.D. Fla. June 17, 2016).

Under the terms and conditions of the Orders, the Receiver, among other things, is authorized, empowered, and directed to (a) administer the assets of the Receivership Entities and (b) determine the extent of liabilities the Receiver believes to be the legal obligations of the Receivership Entities. *See* Docs. 11, 184. In exercising his duties, the Receiver has determined that it is reasonable, advisable, and in the best interest of the Receivership that the Court approve the claims administration procedure, including the retention of Omni, Notice, Claims Bar Date, Proof of Claim Form, and Claims Process Instructions set forth in this motion and in the attached exhibits.

WHEREFORE, Burton W. Wiand, as Receiver, respectfully requests that this Court enter an order (1) approving the Proof of Claim Form attached as **Exhibit 1** and the claims administration procedure as set forth in this motion, including the Claims Process Instructions attached as **Exhibit 2**, (2) establishing the Claims Bar Date requested herein, (3) permitting notice of the deadline in the form attached as **Exhibit 3** and as described above, (4) approving the retention of Omni Agent Services as set forth in **Exhibit 5**, and (5) allowing all such further relief as this Court deems just and proper.

LOCAL RULE 3.01(G) CERTIFICATION

Counsel for the Receiver has conferred with counsel for the parties and is authorized to represent to the Court that neither the SEC, Barry Rybicki, nor Brian Davison object to the relief sought.

Respectfully submitted,

/s/ Katherine C. Donlon

Katherine C. Donlon, FBN 0066941

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on June 16, 2021, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system.

/s/ Katherine C. Donlon
Katherine C. Donlon

PROOF OF CLAIM FORM

<p>SECURITIES AND EXCHANGE COMMISSION, Plaintiff,</p> <p>v.</p> <p>BRIAN DAVISON, BARRY M. RYBICKI, EQUIALT LLC, EQUIALT FUND, LLC, EQUIALT FUND II, LLC, EQUIALT FUND III, LLC, EA SIP, LLC, Defendants,</p> <p>128 E. DAVIS BLVD, LLC, 310 78TH AVE, LLC, 551 3D AVE S, LLC, 604 WEST AZEELE, LLC, BLUE WATERS TI, LLC, 2101 W. CYPRESS, LLC, 2112 W. KENNEDY BLVD, LLC, BNAZ, LLC, BR SUPPORT SERVICES, LLC, CAPRI HAVEN, LLC, EANY, LLC, BUNGALOWS TI, LLC, EQUIALT 519 3RD AVE S., LLC, MCDONALD REVOCABLE LIVING TRUST, 5123 E. BROADWAY AVE, LLC, SILVER SANDS TI, LLC, TB OLDEST HOUSE EST. 1842, LLC, Relief Defendants.</p>	<p>Name and Address of Claimant:</p> <p>[Individual Name] [Address]</p> <p>Personal ID Code: [Code]</p> <p>Case Number: 8:20-cv-00325-T-35AEP U.S. District Court Middle District of Florida (Tampa Division)</p>
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ATTENTION: The Honorable Mary S. Scriven of the United States District Court, Middle District of Florida, entered an order appointing Burton W. Wiand as Receiver over the assets of the above-captioned corporate defendants and relief defendants as well as EquiAlt Qualified Opportunity Zone Fund, LP; EquiAlt QOZ Fund GP, LLC; EquiAlt Secured Income Portfolio REIT, Inc.; EquiAlt Holdings LLC; EquiAlt Property Management LLC; and EquiAlt Capital Advisors, LLC, and EquiAlt Fund I, LLC (individually, a **“Receivership Entity,”** and collectively, **“Receivership Entities”**). The Receivership Estate does not include the individual defendants. On _____, the Court issued an order establishing a Claims Bar Date for all claims and approving this Proof of Claim Form and the basic procedures to administer any claims. To be eligible to receive a distribution from the Receivership Entities’ assets, you must complete and return this Proof of Claim Form and, if applicable, provide the requested documentation, so that it is received by the Receiver on or before _____. Proof of Claim Forms may be submitted by one of the following options: (i) **online, through the Receiver’s eClaims portal which can be accessed at www.omniagentsolutions.com/equialt (please note that in order to submit your claim through the eClaims portal, you will need your Personal Identification Code which is provided with your preprinted contact information above);** (ii) **electronically, by uploading your completed Proof of Claim Form to www.omniagentsolutions.com/equialt; or** (iii) **by submitting your completed Proof of Claim Form by mail, overnight delivery or courier, to EquiAlt Receiver Claims Processing c/o Omni Agent Solutions, at 5955 De Soto Avenue, Suite 100, Woodland Hills, CA 91367.**

The proper submission of this completed claim form may entitle you to receive a distribution from the Receivership. Altered forms will not be accepted. Questions regarding this form and the submission of same may be submitted to equialtclaims@omniagnt.com or by calling 866-956-2142.

EXHIBIT 1

The information provided in this Proof of Claim Form will be used to determine your rights to a distribution, if any, from the Receivership. The Receiver has the right to dispute and/or verify any information you have provided to determine the proper distribution amount, if any, to which you may be entitled. The Receiver further has the right to amend any information he may have provided as to your Net Investment Amount. **By identifying and providing a Net Investment Amount for an investor the Receiver does not waive any right to (1) deny, contest the validity of, or otherwise object to a claim or (2) if warranted, amend the provided Net Investment Amount.** On _____, the Receiver filed a motion seeking the Court's approval to pool all Receivership assets and claims. As stated in that motion, the Receiver intends to use pooled Receivership assets to make distributions to all claimants who were damaged by this fraudulent scheme and timely and properly submit claims.

IMPORTANT INFORMATION TO READ PRIOR TO SUBMITTING THIS FORM

Any person or entity submitting this Proof of Claim Form submits to the exclusive jurisdiction of the above-captioned Court for all purposes, including, without limitation, as to any claims, objections, defenses, or counterclaims that could be or have been asserted by the Receiver against such Claimant or the holder of such claim in connection with this Receivership, including, those arising out of (1) any dealing or business transacted by or with any Receivership Entity and/or (2) any dealing or business transacted that relates in any way to any Receivership property. Claimant further agrees by making this submission to waive any right to a jury trial with respect to such claims, objections, defenses, and counterclaims.

IF THIS COMPLETED FORM, SIGNED UNDER PENALTY OF PERJURY, IS **NOT RECEIVED** BY THE RECEIVER THROUGH ONE OF THE APPROVED SUBMISSION METHODS LISTED ABOVE BY _____, YOU WILL BE FOREVER **BARRED** FROM ASSERTING ANY CLAIM AGAINST THE RECEIVERSHIP ENTITIES' ASSETS AND YOU WILL **NOT** BE ELIGIBLE TO RECEIVE ANY DISTRIBUTIONS FROM THE RECEIVER.

General Instructions:

Except where specified, you **must** answer each and every question on the following pages. If you are an investor, you do not need to answer questions 18-20, which are specific to Non-Investor Claimants. Similarly, Non-Investor Claimants do not need to answer questions 9-17, which are specific to Investor Claimants. Please answer each question applicable to you as fully as possible. If you need additional space to complete an answer, please attach a separate sheet of paper and indicate the number of the question for which you are providing the additional information. If the question does not apply to you, please write "not applicable." If the answer to the question is "no" or "none," please answer as such.

1. Full name of the Claimant (the person or entity making this claim to Receivership assets). _____

2. If the Claimant's interest is held in a qualified account (i.e., IRA, 401k, etc.), please confirm the name of the custodian (i.e., Goldstar, Vantage, etc.).

3. If this form is being completed by a person other than the Claimant or on behalf of an entity, please provide the full name, address, telephone number, and email address of the person completing this form and the basis for that person's authority to act on the Claimant's behalf. **If you are a power of attorney, trustee, or other**

fiduciary completing this form on behalf of the Claimant in question 1, you must provide documentation with this Proof of Claim Form reflecting your legal authority to do so.

4. If this form is being completed on behalf of an entity, please provide the full names of the entity's officers, directors, trustees, managing agents, shareholders, partners, beneficiaries, and any other party with an interest in the entity. _____

5. Provide **one** mailing address where the Claimant authorizes the receipt of all future communications relating to this claim, including any possible distribution payment the Claimant may receive. It is the Claimant's sole responsibility to advise the Receiver of any change to this address after the submission of this form.

6. Provide **one** email address for the Claimant where the Claimant authorizes the receipt of all future electronic communications relating to this claim. It is the Claimant's sole responsibility to advise the Receiver of any change to this email address after the submission of this form.

Do you consent to the receipt of electronic communications from the Receiver in lieu of mailed communications where feasible and in the Receiver's discretion?

_____ Yes _____ No

7. Provide **one** telephone number for the Claimant. It is the Claimant's sole responsibility to advise the Receiver of any change to this telephone number after the submission of this form. _____

8. Provide the basis for your claim (please check applicable boxes):

- ☐ Investor
☐ Provided Goods or Services to a Receivership Entity
☐ Other (specify basis) _____

If you are not an investor, write "Not Applicable" to questions 9 through 17. If you are an investor, write "Not Applicable" to questions 18 through 20. All Claimants must answer questions 1 through 8 and questions 21 and 22.

Questions Specific to Investors

9. Please refer to Exhibit A attached to this document. If sufficient information is available, this Exhibit provides the following information: (1) the total amount invested; (2) the total payments received; and (3) the Net Investment Amount (which is (1) less the amount in (2)). Do the amounts listed in the Exhibit accurately represent the total amount of your investment and all funds you received related to this investment? Failure to respond to this question will mean that you agree with the amounts listed in the Exhibit.

_____ Yes, I agree with the amounts listed.

_____ No, I do not agree with the amounts listed.

_____ No amounts were provided by the Receiver.

If you answered yes, you do not have to respond to questions 10, 11, and 12. If you answered no or no amounts were provided by the Receiver, you must answer questions 10, 11, and 12, and provide copies of the documents requested. If no amounts were provided on the attached Exhibit A or you do not agree with the amounts listed, you must provide the amount you are claiming you are owed from the Receivership in response to question 12 below.

10. Please provide the following information regarding your investment in or with, or interest in, any Receivership Entity, and attach copies of all checks, bank or other financial account statements, invoices, wire transfer confirmations, and other documents relating to your answer.

1st investment in or with the Receivership Entities:

totaled \$ _____ and was made on _____ (date); through a check (or wire transfer) made payable to _____ and drawn on account number _____ with _____ (identify financial institution).

If applicable, 2nd investment in or with the Receivership Entities:

totaled \$ _____ and was made on _____ (date); through a check (or wire transfer) made payable to _____ and drawn on account number _____ with _____ (identify financial institution).

If additional investments were made, please attach a separate sheet identifying (1) those amounts, (2) the dates on which they were made, (3) the payee of the check (or recipient of the wire transfer), and (4) the account number and financial institution on which the check was drawn, or the wire transfer initiated.

Total amount you are claiming you invested with the Receivership Entities: \$ _____

11. Have you (whether personally or through your qualified account) ever received any money from a Receivership Entity, including as an "interest" payment, "return of principal," or distribution relating to your investment or for any other reason? ____ Yes ____ No. If yes, please provide the following information for each amount received, and attach copies of all checks, bank or other financial account statements, wire transfer confirmations, and other documents relating to your answers.

	<u>Date</u>	<u>Amount</u>	<u>Payor/Payee of check/wire</u>
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____

If any additional amounts were received from any Receivership Entity, please attach a separate sheet identifying those amounts, the dates on which they were received, and the payor and payee of the check(s) or wire transfers.

Total amount you are claiming you received from the Receivership Entities: \$ _____

12. State the total amount of your claim (this is the amount that you are claiming you are owed from the Receivership; this amount should be the total amount in question 10 less the total amount in question 11): \$ _____

13. Did you receive any other funds or anything of value other than money (for example, a car or shares of stock) from any Receivership Entity or anyone acting on their behalf? _____ Yes _____ No. If yes, please identify how much or what you received, from whom, and the date it was received. _____

14. Provide the name of the person or persons who solicited your investment in or with the Receivership Entities.

15. Please explain the way in which you came to learn about any one or all of the Receivership Entities and thereafter invest in or with them, including the person(s) who introduced you to these entities, the statements made by that person, any documents provided by that person, meetings you had with the representative(s) of those entities, information that you relied on, and any other information. _____

16. Are you related by blood or marriage to any of the individual defendants or sales agents? _____ Yes _____ No. If yes, to whom are you related and what is the relationship? _____

17. Did you receive any compensation of any nature from any Receivership Entity, including but not limited to commissions, referral fees, or marketing fees? _____ Yes _____ No. If yes, please identify how much or what you received, from whom, and the date it was received. _____

Questions Specific to Non-Investor Claimants

18. If you were not an investor, state with specificity how you claim an interest in any distribution by the Receivership Entities (for example, you provided goods or services to a Receivership Entity for which you have not been paid). _____

19. State the amount you claim you are owed by any Receivership Entity. \$ _____
Attach copies of all documents relating to your claim (for example, copies of all invoices submitted to a Receivership Entity and copies of records of all payments received from same). If you delivered goods to a Receivership Entity, include a copy of the document confirming receipt by a representative of the Receivership Entity.

20. Identify your contact person or persons at the Receivership Entities. _____

Questions for all Claimants:

21. Have you sued, threatened suit, or otherwise commenced any lawsuits, arbitrations, actions, or other proceedings, or made any demands against any person or entity relating in any way to your claim and/or any Receivership entity? _____ Yes _____ No. If yes, identify the nature and status of any such action, the date the action was initiated, and the name of the attorney who commenced the action. _____

22. If you answered yes to question 21, have you received any money as a result of these efforts?
_____ Yes _____ No. If yes, please provide the date you received the recovery, from whom the recovery was received, the total amount of the recovery, and the net amount you received. _____

Sign this Proof of Claim Form, under penalty of perjury, and send it along with legible copies of any documentation requested in this form, to the Receiver by one of the following options so as to be received no later than _____:

- (i) online, through the Receiver's eClaims portal which can be accessed at www.omniagentsolutions.com/equalt (please note that in order to submit your claim through the eClaims portal, you will need your Personal Identification Code which is provided below your preprinted contact information on the first page of this form);
- (ii) electronically, by uploading your completed Proof of Claim Form to www.omniagentsolutions.com/equalt; or
- (iii) by submitting your completed Proof of Claim Form by mail, overnight delivery or courier, to EquiAlt Receiver Claims Processing c/o Omni Agent Solutions, at 5955 De Soto Avenue, Suite 100, Woodland Hills, CA 91367. IF YOU FAIL TO TIMELY SUBMIT YOUR PROOF OF CLAIM FORM, YOU WILL BE FOREVER BARRED FROM ASSERTING ANY CLAIM AGAINST THE RECEIVERSHIP ENTITIES' ASSETS AND YOU WILL NOT BE ELIGIBLE TO RECEIVE ANY DISTRIBUTIONS FROM THE RECEIVER.

IF YOU DO NOT AGREE WITH ANY AMOUNTS PROVIDED ON EXHIBIT A OR NO AMOUNTS WERE PROVIDED ON EXHIBIT A, YOU MUST PROVIDE COPIES OF ALL DOCUMENTS OR OTHER MATERIALS THAT ARE RELATED IN ANY WAY TO YOUR INVESTMENT IN THE RECEIVERSHIP ENTITIES, OR, IF YOU ARE NOT AN INVESTOR, TO YOUR CLAIM AGAINST A RECEIVERSHIP ENTITY, INCLUDING COPIES OF YOUR CANCELLED CHECKS, BANK OR OTHER FINANCIAL ACCOUNT STATEMENTS SHOWING ALL TRANSFERS OF FUNDS BETWEEN (OR FOR THE BENEFIT OF) YOU AND THE RECEIVERSHIP ENTITIES, STATEMENTS FROM THE RECEIVERSHIP ENTITIES, WIRE TRANSFER CONFIRMATIONS, AND ANY OTHER DOCUMENTS REGARDING YOUR CLAIM AND STATE THE AMOUNT YOU ARE CLAIMING YOU ARE OWED FROM THE RECEIVERSHIP.

By signing below, I certify under penalty of perjury pursuant to Florida law that the information provided in this form is true and correct. If this claim is being submitted by more than one person, all persons submitting the claim must sign below certifying under penalty of perjury that the information provided is true and correct.

Signature of Claimant: _____

Print Name: _____

Date: _____

Title (if any): _____

If joint claim:

Signature of Claimant: _____

Print Name: _____

Date: _____

Title (if any): _____

EXHIBIT A**Claimant Name:** [Investor Name]

Amount Invested:	\$
Total Payments:	\$
Net Investment Amount:	\$

THE RECEIVER HAS PROVIDED THE ABOVE INFORMATION BASED UPON DOCUMENTS AVAILABLE TO HIM. THESE FIGURES ARE BELIEVED TO BE ACCURATE AND REASONABLE CONCLUSIONS. PLEASE CAREFULLY REVIEW THE ABOVE AMOUNTS. IF THE NUMBERS PROVIDED ARE NOT CONSISTENT WITH YOUR RECORDS, IT IS YOUR OBLIGATION TO PROVIDE TRUE AND CORRECT INFORMATION TO THE RECEIVER. IF YOU CONFIRM THAT THE ABOVE AMOUNTS ACCURATELY REPRESENT THE AMOUNT YOU INVESTED, ALL AMOUNTS YOU RECEIVED RELATING TO THIS INVESTMENT, AND ANY OTHER FUNDS YOU RECEIVED FROM THE RECEIVERSHIP ENTITIES, YOU ARE DOING SO UNDER PENALTY OF PERJURY.

BY IDENTIFYING AND PROVIDING THE ABOVE FIGURES, THE RECEIVER DOES NOT WAIVE ANY RIGHT TO (1) DENY, CONTEST THE VALIDITY OF, OR OTHERWISE OBJECT TO A CLAIM OR, (2) IF WARRANTED, AMEND ANY OF THE PROVIDED FIGURES.

EXHIBIT 2

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

SECURITIES AND EXCHANGE
COMMISSION,
Plaintiff,

CASE NO. 8:20-CV-325-T-35AEP

v.

BRIAN DAVISON; BARRY M. RYBICKI;
EQUIALT LLC; EQUIALT FUND, LLC;
EQUIALT FUND II, LLC; EQUIALT FUND III, LLC;
EA SIP, LLC;
Defendants, and

128 E. DAVIS BLVD, LLC; 310 78TH AVE, LLC;
551 3D AVE S, LLC; 604 WEST AZEELE, LLC;
2101 W. CYPRESS, LLC; 2112 W. KENNEDY BLVD, LLC;
5123 E. BROADWAY AVE, LLC; BLUE WATERS TI, LLC;
BNAZ, LLC; BR SUPPORT SERVICES, LLC;
BUNGALOWS TI, LLC; CAPRI HAVEN, LLC;
EA NY, LLC; EQUIALT 519 3RD AVE S., LLC;
MCDONALD REVOCABLE LIVING TRUST;
SILVER SANDS TI, LLC; TB OLDEST HOUSE EST. 1842, LLC;
Relief Defendants.

CLAIMS PROCESS INSTRUCTIONS

TO ALL PERSONS AND ENTITIES WITH CLAIMS AGAINST THE DEFENDANTS
AND/OR RELIEF DEFENDANTS:

On February 11, 2020, the Securities Exchange Commission (“SEC”) initiated this action against the Defendants and Relief Defendants seeking emergency relief to stop a fraudulent real estate investment Ponzi scheme and requested that the Court appoint a Receiver. As a result of this action, the Court appointed Burton W. Wiand as Receiver over the assets of the Corporate Defendants and Relief Defendants.¹

¹ The (“**Receiver**” and the “**Receivership**” or “**Receivership Estate**”) has been expanded to include not only the Corporate and Relief Defendants but also the following entities: EquiAlt Qualified Opportunity Zone Fund, LP; EquiAlt QOZ Fund GP, LLC; EquiAlt Secured Income Portfolio REIT, Inc.; EquiAlt Holdings LLC; EquiAlt Property Management LLC; and EquiAlt Capital Advisors, LLC. *See* Doc. 184, at 6–7. *See also*, Doc. 284 (expanding the Receivership to

The Receiver and his professionals have spent considerable time and resources examining voluminous documents relating to the Receivership Entities. Based on this examination and to the extent possible, the Receiver has determined a “**Net Investment Amount**” for most of the known investors. The Net Investment Amount for each investor’s investment is calculated by adding all amounts contributed by the pertinent investor and subtracting all payments made to that investor and/or in connection with that investment, regardless of whether those payments were characterized as “interest,” “earnings,” “distributions,” “returns or redemptions of principal or any other terminology. For example, an investor who invested \$100,000 and received \$50,000 in distributions in connection with that investment would have a Net Investment Amount of \$50,000. If an investor made multiple investments over time, the investor will receive a Proof of Claim for each individual investment. The investor will need to file a Proof of Claim for each investment.

The Net Investment Amount will serve as the basis for determining the recipients and amounts of distributions for victim investors. **By identifying and providing a Net Investment Amount (as may be provided in the Proof of Claim Forms mailed to investors where the Receiver has determined to do so), the Receiver does not waive any right to (1) deny, contest the validity of, or otherwise object to a claim or (2) if warranted, amend the provided Net Investment Amount.** If amendment of a Net Investment Amount is warranted, the Receiver will amend the Net Investment Amount and may provide notice of the amendment to the investor either through a direct communication to the investor or through a motion seeking the Court’s approval of the Receiver’s recommended claim determinations.

On _____, the Court entered an Order establishing _____ (the “**Claims Bar Date**”) as the last date for each person or entity (including individuals, partnerships, corporations, joint venturers, estates, trusts, and governmental units) to submit a claim against the Receivership Entities. On _____, the Receiver filed a motion seeking the Court’s approval to pool all Receivership assets and claims. As stated in that motion, the Receiver intends to use pooled Receivership assets to make distributions to all claimants who were damaged by this fraudulent scheme and timely and properly submit claims.

Any person or entity that submits a claim submits to the exclusive jurisdiction of the United States District Court for the Middle District of Florida for all purposes, including, without limitation, as to any claims, objections, defenses, or counterclaims that could be or have been asserted by the Receiver against such Claimant or the holder of such claim in connection with this Receivership, including those arising out of (1) any dealing or business transacted by or with any Receivership Entity or (2) any dealing or business transacted that relates in any way to any Receivership property. Further, Claimants waive any right to a jury trial with respect to such claims, objections, defenses, and counterclaims.

The Claims Bar Date and the procedures set forth below for filing a claim apply to all creditors and victims of the EquiAlt scheme.

include EquiAlt Fund I, LLC). The Receivership Estate does not include the individual Defendants.

1. WHO MUST FILE A PROOF OF CLAIM FORM

If you think that you are owed money by any of the Receivership Entities or that you may otherwise have a claim against them, you **MUST** file a Proof of Claim Form before you may potentially share in distributions from the Receivership. A claim based on acts or omissions of any Receivership Entity must be filed on or before the Claims Bar Date, even if such claim is not now mature, fixed, liquidated, or certain, or does not become mature, fixed, liquidated, or certain before the Claims Bar Date.

2. WHAT TO FILE

To make the process less burdensome for investors, the Court authorized the Receiver to provide a Net Investment Amount on an attachment to the Proof of Claim Form for each investor for whom the Receiver has sufficient reliable information to do so. If you were provided a Net Investment Amount on the attachment to the Proof of Claim Form you received and you agree with the amounts identified, then you do not need to provide to the Receiver any documentation supporting your claim. However, you **must still complete** and sign the Proof of Claim Form under penalty of perjury and return it to the Receiver so that it is **received** on or before the Claims Bar Date, as specified in section 3 below.

If you disagree with the Net Investment Amount provided on the attachment to the Proof of Claim Form that you received or no Net Investment Amount was identified on the attachment to the Proof of Claim Form, you must provide to the Receiver by the Claims Bar Date (1) the amounts you contend are the correct amounts you invested in and received from any Receivership Entity and (2) legible copies of all documents on which you base your claim or, if documents are not available, a detailed explanation as to why the documents are not available.

If you were not an investor but believe you are or may be a creditor of one or more of the Receivership Entities, you must provide to the Receiver by the Claims Bar Date (1) the amount you contend you are owed from any Receivership Entity; (2) any amounts received from any Receivership Entity; and (3) legible copies of all documents on which you base your claim (i.e., all invoices for goods or services provided, loan documents, etc., as applicable) or, if documents are not available, a detailed explanation as to why the documents are not available.

If you made multiple investments over time, you will receive multiple Proof of Claim Forms. You **must** complete, sign, and return each Proof of Claim Form you receive to preserve all of your claims. Failure to timely return a completed and signed Proof of Claim Form for a claim will forever bar any claim related to that investment.

If the Receiver discovers that the Net Investment Amount provided on an attachment to the Proof of Claim Form is not accurate, he will amend the Net Investment Amount and may provide notice of the amendment to the Claimant either through a direct communication to the Claimant or through a motion seeking the Court's approval of the Receiver's recommended claim determinations. Similarly, subject to the Receiver's discretion, the Receiver may provide notice of a deficiency in a submitted Proof of Claim Form to the submitting Claimant by mail, electronic communication, or telephone call. The Claimant will then have the later of either the Claims Bar Date or thirty (30) days from the date the notice of deficiency was provided to correct the

deficiency as directed by the Receiver to preserve his or her claim. If the Receiver determines that it is in the best interest of the Receivership, he may choose to address deficiencies through the objection procedure, which will be discussed in a future motion. The Receiver also may request additional information from a Claimant. Failure to cure a deficiency or provide additional information may result in denial of your claim.

Each claim must be submitted either (1) on the Proof of Claim Form that was mailed to you along with these instructions or (2) through the online portal. If you did not receive a Proof of Claim Form by mail, you may obtain one from the Receiver's website, www.equialtreceivership.com, or from Mary E. Gura, Johnson, Cassidy, Newlon & DeCort, 2802 N. Howard Avenue Tampa, FL 33607, (813) 321-0513. The Receiver reserves the right to reject any altered Proof of Claim Form.

Each Proof of Claim Form **must** be signed by the Claimant or, if the Claimant is not an individual, by an authorized agent of the Claimant. If the claim is being submitted by more than one person (i.e., a joint claim by husband and wife), all persons submitting the claim must sign the Proof of Claim Form. The Claimant must attest under penalty of perjury that the information, including any information provided by the Receiver, is true and correct. Each Proof of Claim Form **must** be legible, written in English, and denominated in United States currency.

It is your sole responsibility to advise the Receiver of any change to your mailing address, email address, and telephone number after you submit a claim to ensure that you receive any and all future communications regarding your claim, including any possible distribution payment you may be entitled to receive.

The Receiver will recommend to the Court that any properly completed and timely filed claim be considered allowed if it is established that: (1) the claim arises from or in connection with the fraudulent investment scheme set forth in the Amended Complaint filed by the SEC in this action; (2) losses recognized by law resulted from such activities; (3) any alleged claim and losses are supported by appropriate documentation and are consistent with the books and records available to the Receiver; and (4) no ground exists for denying the claim.

3. WHEN AND WHERE TO FILE

All Proof of Claim Forms must be sent (or submitted online) so as to be **received on or before** _____. Proof of Claim Forms may be submitted by one of the following options: (1) online, through the Receiver's eClaims portal which can be accessed at www.omniagentsolutions.com/equialt (in order to submit a claim through the eClaims portal, the Claimant will need a Personal Identification Code which is provided below the preprinted contact information on the first page of the Proof of Claim Form sent to Claimants or one can be requested from the Receiver's Claims Agent, Omni Agent Solutions ("Omni")); (2) electronically, by uploading the completed Proof of Claim Form to www.omniagentsolutions.com/equialt; or (3) by submitting the completed Proof of Claim Form by mail, overnight delivery or courier to Omni at the following address:

EquiAlt Receiver Claims Processing
c/o Omni Agent Solutions
5955 De Soto Avenue, Suite 100
Woodland Hills, CA 91367

DO NOT SEND YOUR PROOF OF CLAIM FORM TO THE COURT OR JUDGE PRESIDING OVER THIS CASE. It is the Claimants' responsibility to ensure that Proof of Claim Forms are delivered to Omni.

4. CONSEQUENCES OF FAILURE TO FILE A CLAIM BY THE CLAIMS BAR DATE

ANY HOLDER OF A CLAIM OR POTENTIAL CLAIM THAT FAILS TO FILE A PROOF OF CLAIM FORM (1) THAT FULLY COMPLIES WITH ALL REQUIREMENTS SET FORTH HEREIN AND IN THE PROOF OF CLAIM FORM **AND** (2) BY THE CLAIMS BAR DATE WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM ASSERTING SUCH CLAIM AGAINST THE RECEIVERSHIP ENTITIES, THEIR SUCCESSORS, THEIR RESPECTIVE PROPERTY, THE RECEIVER, OR THE RECEIVERSHIP, AND FROM PARTICIPATING IN ANY DISTRIBUTION FROM THIS RECEIVERSHIP.

A holder of a claim or potential claim against a Receivership Entity may wish to consult an attorney regarding this claims process. The firms of Johnson, Cassidy, Newlon & DeCort P.A. and Guerra King P.A. act as attorneys for the Receiver and those lawyers cannot give personal legal or other advice to Claimants.

Dated _____, 2021, Tampa, Florida.

EXHIBIT 3

**NOTICE OF DEADLINE REQUIRING FILING OF
PROOF OF CLAIM FORMS ON OR BEFORE _____**

TO: ALL PERSONS AND ENTITIES WITH CLAIMS AGAINST ANY OF THE CORPORATE DEFENDANTS, RELIEF DEFENDANTS, AND/OR EquiAlt Qualified Opportunity Zone Fund, LP; EquiAlt QOZ Fund GP, LLC; EquiAlt Secured Income Portfolio REIT, Inc.; EquiAlt Holdings LLC; EquiAlt Property Management LLC; and EquiAlt Capital Advisors, LLC, and EquiAlt Fund I, LLC (the "Receivership Entities") in connection with the matter *Securities and Exchange Commission v. Defendants Brian Davison; Barry M. Rybicki; (Corporate Defendants) EquiAlt LLC; EquiAlt Fund, LLC; EquiAlt Fund II, LLC; EquiAlt Fund III, LLC; EA SIP, LLC; and (Relief Defendants) 128 E. Davis Blvd, LLC; 310 78th Ave, LLC, 551 3D Ave S, LLC; 604 West Azele, LLC; Blue Waters TI, LLC; 2101 W. Cypress, LLC; 2112 W. Kennedy Blvd, LLC; BNAZ, LLC, BR Support Services, LLC; Capri Haven, LLC; EANY, LLC; Bungalows TI, LLC; EquiAlt 519 3rd Ave S., LLC; McDonald Revocable Living Trust; 5123 E. Broadway Ave, LLC; Silver Sands TI, LLC; TB Oldest House Est. 1842, LLC*, Case No. 8:20-CV-00325-T-35AEP (M.D. Fla.).

Notice is hereby given that, on _____, the Honorable Mary S. Scriven of the United States District Court, Middle District of Florida, issued an order establishing a claims process for the submission of claims to the assets of the Receivership Entities. The Receiver has requested that the assets and liabilities of all Receivership Entities be consolidated for this and other purposes. The Court's Order establishes a Claims Bar Date of _____, as the last date for each person or entity (including individuals, partnerships, corporations, joint venturers, estates, trusts, and governmental units) to submit a claim against the Receivership Entities. Failure to timely submit a completed and signed Proof of Claim Form by the Claims Bar Date will forever bar any claim you may have. Information concerning the claims process and all related documents may be obtained from the Receiver's website at www.equialtreceivership.com, or by requesting a copy from the Receiver by email to mgura@jclaw.com, or by telephone call to Mary Gura at (813) 321-0513.

EXHIBIT 4

Who We Are



Omni Agent Solutions is an essential partner for your legal administration.

We are a forward-thinking information management company focused on providing professional administrative services and technology solutions to simplify complex bankruptcy case administration. Designed with the restructuring professional in mind, our new platform is modern, mobile and intuitively user friendly, and provides a complete set of administrative tools for all other court-appointed restructuring professionals.

The future of our industry is in the flexibility of our technology and the customization of information management. Our new state of the art system is built to manage data from inception to distribution with seamless flexibility and integration with our clients, their professionals and the public. Importantly, our platform has been meticulously curated by our experienced team of professionals who have 100+ years aggregate experience in the administrative, legal, advisory and executive management sectors. While technology is paramount, there is no substitution for the institutional knowledge of the professionals who run our cases, create one-off solutions, solve last minute problems, and interact with clients.



PROFESSIONAL ADMINISTRATION

- Experienced management team
- Cost effective, pro-active mind set
- Knowledgeable points of contact
- Automated, streamlined process
- Seamless integration with professionals



CUTTING EDGE TECHNOLOGY

- Latest state of the art platform
- Automated process from data to delivery
- Integrates with restructuring professionals
- Daily Data Dashboards
- Complete mobile friendly access

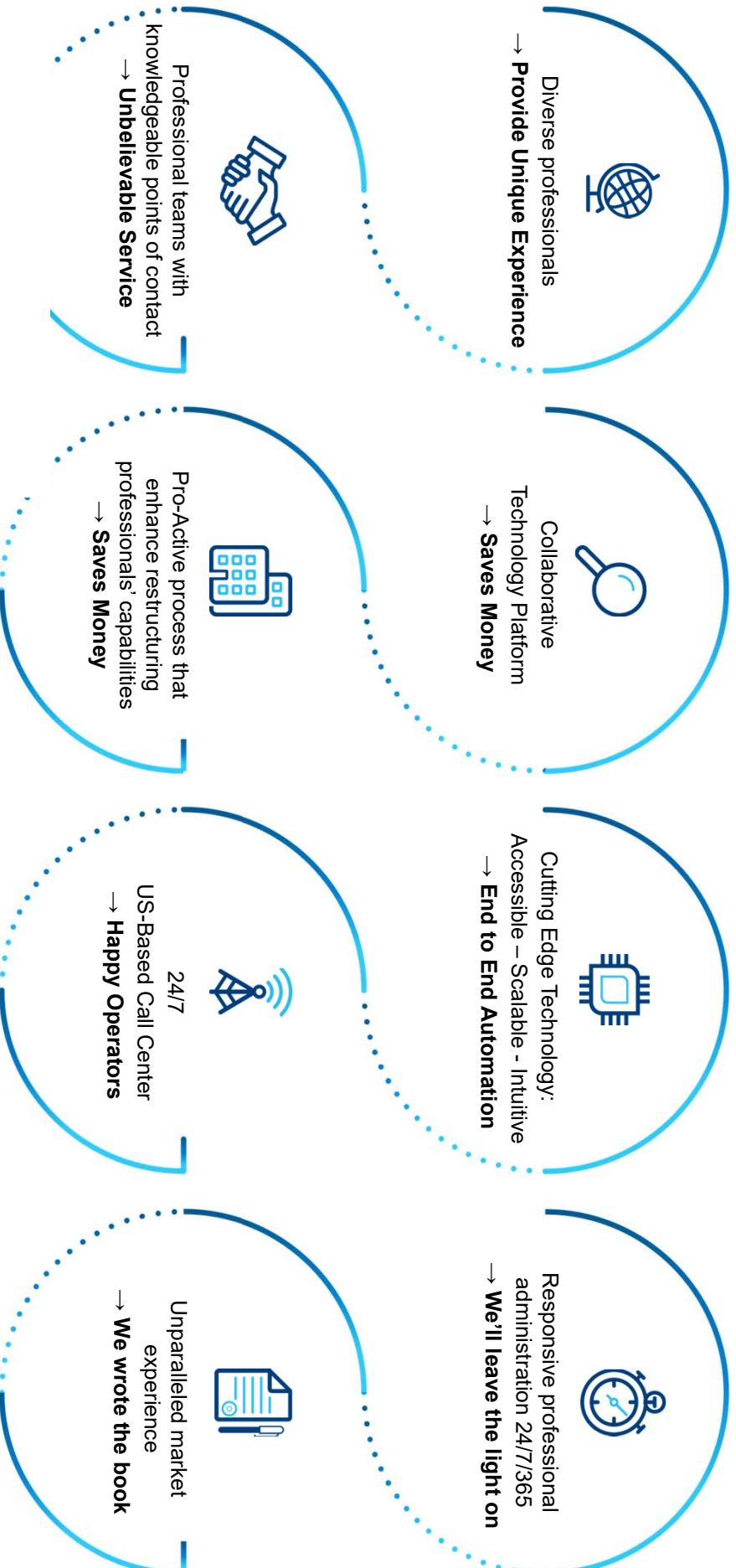


PROVEN EXPERIENCE

- 50 years in business
- 2,500+ projects
- Securities service experts
- Diverse team of professionals
- Highest standard of quality

There is a difference in claims and noticing agents. We prove it every day.

What Makes Us Different



Diverse professionals

→ **Provide Unique Experience**

Collaborative
Technology Platform

→ **Saves Money**

Cutting Edge Technology:
Accessible – Scalable - Intuitive

→ **End to End Automation**

Responsive professional
administration 24/7/365

→ **We'll leave the light on**

Professional teams with
knowledgeable points of contact

→ **Unbelievable Service**

Pro-Active process that
enhance restructuring
professionals' capabilities

→ **Saves Money**

24/7
US-Based Call Center

→ **Happy Operators**

Unparalleled market
experience

→ **We wrote the book**

Team Leadership



Marc Beilinson
CHAIRMAN

After 40 years in the legal industry, I realized there was a need for a top-quality case administration company with a unique approach to its technology, people and process. So, we built Omni with our restructuring professional clients in mind. First class service, intuitive and innovative technology and a collaborative strategic process to work hand in hand with our clients and their professionals. Our business philosophy is integrity, quality and value.



Brian Osborne
PRESIDENT & CEO

Over the course of his 32-year career, Brian has been a leading case administrator in complex corporate restructurings, from the first billion-dollar chapter 11, First Executive Corporation in 1991, to mega cases such as Boy Scouts of America in 2020. Brian's mailroom to boardroom experience, coupled with his hands-on management style, provides clients with comprehensive strategic planning and oversight to maximize their results and seamlessly integrate the administrative process with their professionals. His experience drives the company to innovate technology, assemble top tier professionals and provide a cost-effective administrative process to deliver consistently successful results for Omni's clients.



Katie Nownes
CHIEF OPERATING OFFICER

A 20+-year veteran of the corporate restructuring industry, Katie serves as the Chief Operating Officer, directing the day-to-day management of the firm's overall business functions, and providing oversight to our case management, noticing and claims teams. Katie is continually working to optimize our organizational processes and procedures to better serve our clients. As a senior consultant, Katie manages a team of consultants who focus on all aspects of chapter 11 case administration. Katie works closely with clients and restructuring professionals, providing a knowledgeable point of contact, customized strategic workflows, unlimited administrative resources, technical solutions for high-volume data projects and cost-effective planning solutions.

Team Leadership



Paul Deutch
EXECUTIVE VICE PRESIDENT

Paul has managed Omni's New York City office since 2009. Paul creates and implements the business development strategy for the company's corporate-restructuring services, working closely with clients to ensure that they receive high-quality services tailored to their unique needs. A graduate of Syracuse University, Paul earned his J.D. from St. John's University School of Law. Following his clerkship with the Honorable Conrad B. Duberstein, then Chief Judge for the Eastern District of New York, Paul embarked on a fourteen-year legal career, representing debtors, creditors, purchasers and lenders in all aspects of reorganizations and liquidations. Paul plays an active role in the restructuring community, including serving as a board member for the ABI, TMA and NYIC.



Alison Miller
SENIOR VICE PRESIDENT

Alison joined Omni in 2018, and while based in Chicago, splits her time between Chicago, New York and Dallas. She focuses on sourcing new opportunities, developing and directing strategic initiatives aimed at growing the firm's market share, and supporting our relationships within the bankruptcy, restructuring and investing communities. She also assists with solicitation and oversees the company's strategic communications services. Alison began her career in the restructuring group in the New York office of Kirkland & Ellis, where she represented financially distressed companies in all aspects of corporate restructuring, including the chapter 11 cases of Reader's Digest, Pierre Foods, Norwood Promotional Products, and Movie Gallery.



Mike Hume
CHIEF TECHNOLOGY OFFICER

In his role as Chief Technology Officer, Mike oversees the company's technology, network and security infrastructure. An accomplished IT Professional with over 25 years' information technology and security expertise, Mike served as the CTO of Kurtzman Carson Consultants LLC from 2010 to 2016, where he led the technology and information security integration with KCC's parent company in addition to defining and driving KCC's technology strategy. Mike has previously served as an advisor to several startups, and spent 21 years with ComputerShare, a global leader in financial services, developing turnkey technology solutions for the stock transfer and employee share plan markets across the United States, Canada, Europe and Australia. Mike earned his Honors degree in Computer Science from Heriot-Watt University in Edinburgh UK.

Team Leadership



Jeriad Paul
VP, SECURITIES & SOLICITATION

As VP of Securities and Solicitation Services, Jeriad assists clients with complex noticing and ballooning, prepackaged plan solicitations, out-of-court restructurings, domestic and international notice dissemination programs, complex allocation methodologies, corporate events (including treatment elections, rights offerings, exchanges and tenders) and related distributions. Jeriad has more than 20 years of leadership experience in the financial services industry, previously working at firms like Capital Group/American Funds (portfolio control, securities oversight and investment operations), Charles Schwab (trading and transfer of assets for Schwab's retirement business services division), AST Capital Trust (trust operations, trading, asset master and event services) and Fiserv Investment Support Services (advisor services).



Sejal Kelly
VP, ADMINISTRATIVE SERVICES

Sejal joined Omni as the Vice President of Administrative Services, overseeing the schedules and statements and claims teams. With over 15 years in the turnaround and insolvency world, she advised mid- to large cap companies across diverse industries. She began her career building cash flow models, profitability analyses and other operational reports, then transitioned to bankruptcy and post-confirmation trust services, helping clients comply with court-mandated reporting and analysis. Prior to joining Omni, Sejal focused on the people side of operations, advising leaders on effective talent management to impact individual performance (and thus company profitability), competitive compensation, acquisition and retention strategies, employee relations and development.



Kim Steverson
VP, Corporate Restructuring Services

Kim serves as Omni's Vice President of Corporate Restructuring Services and is responsible for oversight of Omni's Case Management, Noticing and Call Center Teams. Kim also provides senior consulting services to clients, including filing preparation and contingency planning, strategic case management planning and administration, specialized data management and related technology services, preparation of Schedules and SOFAs, plan solicitation and other high-level project management assistance. Kim began her career in the Business Reorganizations and Workouts group of Pachulski Stang Ziehl & Jones. After 16 years, Kim moved to the Bankruptcy, Restructuring & Creditors' Rights group at Porter Hedges LLP, where she was a senior paralegal for over 20 years, until she joined Omni in 2020.

Team Leadership



Carolyn Cashman
SENIOR CONSULTANT, CLAIMS MANAGER

Carolyn has been with Omni since 2016 as a Senior Consultant and is the team leader of the Claims and Balloting Group. Prior to joining Omni in 2016, Carolyn was the operations manager for a Fortune 500 company and worked in the insurance industry for 16 years. Carolyn provides high level case administration services with a primary focus on leading the Omni claims and balloting team in all aspects of the claims process including objections, transfers, inquiries, as well as the balloting tabulation and election process.



Darleen Sahagun
SENIOR CONSULTANT, NOTICING MANAGER

Darleen joined Omni in 2012 and serves as a Senior Consultant leading our noticing and production group servicing clients including national level restructuring matters. She has managed many complex noticing engagements including such matters as Garlock Sealing Corporation, Fisker Automotive, Peregrine Financial Group, ITT Education, Corinthian Colleges, American Suzuki Motor Corporation and many others. Darleen coordinates our service and operations group to provide services related to first day motions/orders, expedited mailing procedures, high volume mailings, financial distribution mailings, ECF Filing of Affidavits of Service, Affidavits of Publications.



Brittney Whitaker
SENIOR CONSULTANT, CASE MANAGER

Brittney provides senior-level consulting services to clients, including filing preparation and contingency planning, strategic case management planning and administration, specialized data management and related technology services, schedules and SOFA preparation, plan solicitation and other high-level project management assistance. Prior to working at Omni, Brittney was a legal secretary, but her background is in healthcare. She has led several complex chapter 11 cases, including OneWeb, Senior Care and Papyrus, among others.

Case Administration Services



1 PREPETITION SERVICES

Custom client database
eClaims and eBalloting online submission solution
800 call center services
Case informational website
Prepetition solicitation related to prepackaged or straddle case
Compile mailing matrix
Preparation of 20 (or 30, 40, etc.) largest unsecured creditors list
Equity identification preparation for DTCC, Broadridge, et al.
First day excel service list workbook
Logistical prep for email, facsimile, text, and overnight services
Virtual data room set up (schedules, M&A, asset sale, Ponzi case)
Document/contract review (Matrix, 363, Schedules, Cure Amounts)

2 COMMENCEMENT OF CASE

Live informational case website and toll-free number
Add real-time case info and first day document filings to website
First and second-day motion notice services
Distribute daily docket, claim and ballot reports
Distribute weekly case dashboards
Serve Notice of 341(a) Meeting of Creditors on all creditors

3 DAILY NOTICING, COMMUNICATIONS AND SERVICE LIST CURATION SERVICES

800 services with daily call log/inquiry updates and communication with interested parties
Daily real-time website updates
Integration of company communications strategy, FAQ's and company messaging added to BK website
Daily docket, noticing, claims and balloting reports
Ongoing service of notices and motions to interested parties – first class mail, overnight, email, fax, text, telephonic and messenger.
Daily claims processing
Daily address updates/return mail services
Open communications with DTCC, Broadridge, et al., re: service of notices (i.e., notice of commencement of chapter 11 case, etc.) to securities holders

Case Administration Services



4 SCHEDULES/STATEMENTS OF FINANCIAL AFFAIRS

Instructional guideline and forms to debtor and professionals re: schedules and SOFAs to streamline the compilation process.

Create, update and circulate schedule and SOFA preparation checklists

Assist with compilation of original and amended schedules and SOFAs

Create Virtual Data Room for multiple cases/multiple version management

Delivery of court ready versions of schedules/SOFAs

Intake of existing schedules and SOFA's into Omni database for future reporting and claim reconciliation

5 BAR DATE AND CLAIMS PROCESS

Review and comment on motion to set bar date

Custom individualized claim forms

Serve bar date notice on all interested parties

Communication with, and related processing of information to, DTCC, Broadridge, et al., re: service of Bar Date to securities holders

Publication of bar date notice

Process all claims filed

Match claims to schedules

Perform general claim reconciliation including identification of late, duplicate, amended, incorrect case, reclassification and others potential objections.

Integrate with case professionals to assist with claim reconciliation

Custom claim objection exhibits and service lists

Daily tracking, processing and reporting of claim reconciliation status

Manage claims process through distribution

6 PLAN AND DISCLOSURE STATEMENT/SOLICITATION

Review and comment on DS, notice and voting procedures

Plan class analysis

Separate website section for plan documents

800 communication solution as required for complex plans

Publication of DS and Plan notices

Individualized ballots for solicitation

Customized master and beneficial holder ballots

Online eBalloting solutions for solicitation

Custom noticing and communication programs

Perform solicitation production using CD's and Flash Drives

Communication with, and related processing of information to DTCC, Broadridge, et al., re solicitation of securities holders

Case Administration Services



7 BALLOTING

- Tabulate and verify ballots
- Communication with, and receipt of balloting information From DTCC, Broadridge, et al., re: votes of securities holders
- Circulate daily ballot dashboard and reports
- Post daily ballot reports on website
- Contact ballot parties with invalid ballots
- Deliver final declaration certifying ballot tabulation
- Prepare for testimony and attend hearing re: plan confirmation (live or telephonic)

8 DISTRIBUTIONS

- Distribution pro forma reports with final case data for distribution
- Open bank accounts
- Set up positive pay and other reconciliation tools
- Order check stock
- Process any check language or letter documents to be included with distributions
- Mail or wire distributions to interested parties
- Communication with, and related processing of information to, DTCC, Broadridge, et al., re: distributions to securities holders including, where applicable, process rights offerings, stock transfers and warrant distributions
- Provide daily, weekly and/or monthly bank reconciliations
- Review, research and resend any returned checks
- Provide final report and send remaining funds to designated party
- Close bank accounts

9 CASE CLOSING

- Contact clerk of court re: case closing procedures
- Organize all materials to be returned to the clerk's office
- Prepare final claims docket, matrix, and other required materials
- Return all required materials to the clerk as requested
- Contact client regarding destruction of remaining files
- Shred all approved files for destruction
- Store remaining materials as required by law (seven years)
- Close case

State of the Art Technology



DOCUMENT AND DATA SOLUTIONS

- Realtime automated reports
- Daily docket subscription service
- 250-point data standardization
- Scanning, electronic document conversion, and eManagement solution
- Easy integration with estate professionals
- Live claim and ballot dashboards



POWERFUL SOFTWARE

- Custom database solutions
- Flexible integration with estate professionals
- Proprietary schedules software
- Proprietary virtual data rooms
- Preference action system
- Claim reconciliation application



WEBSITES

- Public and private information websites
- Website for debtors, committees, trustees, receivers and more
- Easy access to case documents/dockets, claim forms and contact info
- Online submission and registration capability
- Completely dynamic and customizable platform
- Mobile friendly access



CALL CENTERS

- Integrated domestic communications hub
- Live operator, IVR + voicemail systems
- Online call log system
- 24/7 access and availability
- Foreign language capability
- Custom 800 call center programming
- Integrate with company communications strategy

Representative Engagements



ENERGY Industry Expertise



RETAIL Industry Expertise



Brookstone®



J.CREW

Christopher
& Banks

L.K.Bennett
London



john varvatos

MASY GM



HOLLANDER
SLEEP PRODUCTS



kidbrandsSM

charlie
PORTRAIT
INNOVATIONS



MANUFACTURING Industry Expertise



ROBERT ALLEN DURALEE GROUP
ROBERT ALLEN[®]



Garlock
SEALING TECHNOLOGIES



CONSOLIDATED
INFRASTRUCTURE
GROUP, INC.



dex
Liquidating Co.



CYLEX[®]
Incorporated



National RV Holdings, Inc.



HEALTHCARE Industry Expertise



Center City Healthcare, LLC



HOSPITALITY Industry Expertise



TECHNOLOGY Industry Expertise



MEDIA / ONLINE Industry Expertise



READING EAGLE
COMPANY



BudgetTravel



KARMA
LOOP



ensequence

MASY GH



HARRIS
PUBLICATIONS

PRIVATE EDUCATION Industry Expertise



HIPAA Expertise



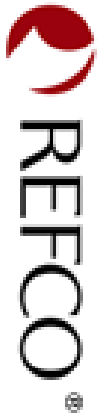
Center City Healthcare, LLC



PUBLIC SECURITIES Expertise



FINANCE Expertise



AEROSPACE Industry Expertise



MUNICIPALITY Chapter 9 Industry Expertise



MASS TORT Expertise



EXHIBIT 5

STANDARD SERVICES AGREEMENT

This Agreement is entered into as of June 4, 2021, between Omni Agent Solutions ("**Omni**") and Burton W. Wiand, Receiver in the civil enforcement action, *Securities and Exchange Commission v. EquiAlt, LLC. et al.* (the "**Receiver**").¹ The parties hereto agree as follows:

Terms and Conditions

I. SERVICES

(a) Omni will make itself available to the Receiver, as requested, for the purposes of assisting the Receiver with case administration matters including data entry, claims management, noticing, distribution, the development and maintenance of an informational website, and any other services as may be requested by the Receiver or otherwise required by applicable law, governmental regulations or court rules or orders (collectively, the "**Services**").

(b) The Receiver acknowledges and agrees that Omni will often take direction from the Receiver's representatives, employees, agents and/or professionals (individually, a "**Receiver Party**") with respect to providing Services hereunder. The parties agree that Omni may rely upon, and the Receiver agrees to be bound by, any requests, advice or information provided by a Receiver Party to the same extent as if such requests, advice, or information were provided by the Receiver.

(c) In no event shall Omni's Services constitute or contain legal advice or opinion, and neither Omni nor its personnel shall be deemed to practice lawhereunder.

II. RATES

(a) Except as otherwise set forth herein, the services to be rendered by Omni will be billed at rates ranging from \$35.00 to \$205.00 per hour as per the rate structure attached hereto and incorporated herein by reference as **Exhibit "A"** (the "**Rate Structure**"). *For the purposes of this retention, Omni has agreed to provide the Receiver with a five (5%) percent discount off the hourly rates set forth on Exhibit A.* The Receiver agrees to pay all of Omni's fees, charges and out-of-pocket costs relating to the Services it provides on behalf of the Receiver pursuant to this Agreement.

(b) Rates may be adjusted annually on January 2nd of each year and are subject to increases not to exceed ten (10%) percent per annum. Omni shall provide sixty (60) days prior written notice of any such proposed increases.

(c) Subject to District Court approval, Omni shall be compensated quarterly for services it performs on behalf of the Receiver during the preceding three calendar months. The Receiver shall promptly submit Omni's invoices to the District Court for approval of payment. Invoices are due and payable no more than thirty (30) days from

¹ Case No. 8:20-cv-00325-T-35AEP (M.D. Fla., Tampa Div. 2020)

the date of entry of an order ("Fee Order") approving such invoices. If any amount is unpaid as of thirty (30) days after entry of a Fee Order, the Receiver agrees to pay a late charge equal to one and a half (1.5%) percent of the total amount unpaid every 30 days.

(d) Omni may require an advance or direct payment from the Receiver of an individual expense, or a group of related expenses, that are expected to exceed \$7,500.

(e) Upon execution of this Agreement, the Receiver shall pay Omni a retainer of \$15,000 (the "**Retainer**"). Omni may use the Retainer against all fees and expenses, which Retainer shall then be replenished as promptly as practicable by the Receiver to its original amount. At Omni's discretion, the Retainer may then be applied to the payment of the final invoice from Omni under and pursuant to this Agreement (the "**Final Invoice**"), or to any other invoice. Except with respect to the Final Invoice, upon notice from Omni to the Receiver of the application of some or all of the Retainer, the Receiver shall replenish the Retainer as promptly as practicable to its original amount. Omni shall, as promptly as practicable, return to the Receiver any amount of the Retainer that remains following application of the Retainer to the payments of unpaid fees and expenses hereunder.

(f) The Receiver shall pay or reimburse all taxes applicable to services performed under this Agreement and, specifically, taxes based on disbursements made on behalf of the Receiver, notwithstanding how such taxes may be designated, levied, or based. This provision is intended to include sales, use, and excise taxes, among other taxes, but is not intended to include personal property taxes or taxes based on net income of Omni.

(g) The Receiver shall pay to Omni any actual charges (including fees, costs and expenses as set forth in the Rate Structure) related to, arising out of, or resulting from, any error or omission of the Receiver. Such charges may include, without limitation, print or copy re-runs, supplies, long distance phone calls, travel expenses and overtime expenses for work chargeable at the rates set forth on the Rate Structure.

(h) Payments to Omni for services rendered under the terms of this Agreement may be remitted by the Receiver using either or both of the following methods:

- (i) **Wire Transmission**
(Omni's wire information will be included on each monthly invoice)
- (ii) **Check**
Omni Agent Solutions
c/o Accounts Receivable
5955 De Soto Avenue
Suite 100
Woodland Hills, CA 91367

III. RETENTION BY DISTRICT COURT

(a) Following the execution of this Agreement, the Receiver shall timely file an application with the U.S. District Court for the Middle District of Florida seeking entry of an order authorizing the Receiver's retention of Omni ("**Retention Order**"). The form and substance of such application and order shall be reasonably acceptable to Omni.

(b) Notwithstanding the District Court's failure to enter a Retention Order, the Receiver shall remain responsible for the timely payment of all fees and expenses incurred by Omni in service to the Receiver.

IV. CONFIDENTIALITY

(a) Each of Omni and the Receiver, on behalf of themselves and their respective employees, agents, professionals and representatives, agree to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the Services provided under this Agreement; provided, however, that if any such information was (i) publicly available without a breach by the receiving party, (ii) already in the receiving party's possession or known to it and was received from a third party that, to the knowledge of the receiving party, does not have a duty of confidentiality to the disclosing party, (iii) independently developed, (iv) lawfully obtained from a third party who, to the knowledge of the receiving party, does not have a duty of confidentiality to the disclosing party or (v) required to be disclosed by law, then, subject to clause (b) below, a party shall bear no responsibility for publicly disclosing such information.

(b) If either party reasonably believes that it is required to produce any confidential information pursuant to an order of any court, governmental agency or other regulatory body, it may, upon not less than five (5) business days written notice to the other party, release the required information.

V. PROPERTY RIGHTS

(a) The parties understand that the software programs and other materials furnished by Omni pursuant to this Agreement and/or developed during the course of this Agreement by Omni are the sole property of Omni. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Receiver agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement. The Receiver further agrees that any ideas, concepts, know-how or techniques relating to data processing or Omni's performance of its services developed during the course of its Agreement by Omni shall be the exclusive property of Omni. Fees and expenses paid by the Receiver do not vest in the Receiver any rights in Omni's property. Such property is only being made available for the Receiver's use during and in connection with the Services provided by Omni hereunder.

(b) Upon the Receiver's request at any time while this Agreement is in effect, Omni shall immediately deliver to the Receiver and/or the Receiver's retained professionals, at the Receiver's expense, any, or all of the non-proprietary data and

records held by Omni pursuant to this Agreement, in the form requested by the Receiver.

VI. BANK ACCOUNTS

At the request of the Receiver and its officers or authorized representatives, Omni is authorized to establish accounts with financial institutions in the name of and as agent for the Receiver to facilitate distributions.

VII. RECEIVER DATA

(a) The Receiver is responsible for, and Omni does not verify, the accuracy of the programs, data, and other information it or any Receiver Party submits for processing to Omni and for the output of such information.

(b) The Receiver agrees, represents, and warrants to Omni that before delivery of any information to Omni: (i) the Receiver has full authority to deliver such information to Omni; and (ii) Omni is authorized to use such information to perform Services hereunder.

(c) Any data, storage media, programs or other materials furnished to Omni by the Receiver may be retained by Omni until the Services provided hereunder are paid in full. The Receiver shall remain liable for all fees and expenses incurred by Omni under this Agreement as a result of data, storage media or other materials maintained, stored, or disposed of by Omni. Any such disposal shall be in a manner requested by or acceptable to the Receiver; provided that if the Receiver have not utilized Omni's Services for a period of ninety (90) days or more, Omni may dispose of any such materials, and be reimbursed by the Receiver for the expense of such disposition, after giving the Receiver thirty (30) days written notice. The Receiver agrees to use commercially reasonable efforts to initiate and maintain backup files that would allow the Receiver to regenerate or duplicate all programs, data or information provided by the Receiver to Omni.

VIII. TERM AND TERMINATION

(a) This Agreement shall remain in effect until terminated by either party: (i) on thirty (30) days prior written notice to the other party; or (ii) immediately upon written notice for Cause (as defined herein). "**Cause**" means (i) bad faith, gross negligence, or willful misconduct, (ii) the failure of the Receiver to pay Omni's invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid Services in excess of the retainer held by Omni where Omni reasonably believes in its sole discretion, following consultation with the Receiver and/or the Receiver's professionals, it will not be paid.

(b) If this Agreement is terminated after Omni is retained pursuant to a Retention Order, the Receiver shall promptly seek entry of an order discharging Omni of its duties under such retention, which order shall be in form and substance reasonably acceptable to Omni.

(c) If this Agreement is terminated, the Receiver shall remain liable for all amounts then accrued and/or due and owing to Omni hereunder and, following payment of such amounts, Omni shall promptly provide the Receiver with to all materials and deliverables that are in its then-current state of completion.

(d) If this Agreement is terminated, Omni shall coordinate with the Receiver and, to the extent applicable, the clerk of the District Court, to maintain an orderly transfer of record keeping functions, and Omni shall provide the necessary staff, services and assistance required for such an orderly transfer. The Receiver agrees to pay for such Services pursuant to the Rate Structure.

IX. NO REPRESENTATIONS OR WARRANTIES

Omni makes no representations or warranties, express or implied, including, without limitation, any express or implied warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity. Notwithstanding the foregoing, if the above disclaimer is not enforceable under applicable law, such disclaimer will be construed by limiting it so as to be enforceable to the extent compatible with applicable law.

X. INDEMNIFICATION

To the fullest extent permitted by applicable law, the Receiver shall indemnify and hold harmless Omni and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors and agents (each, an "Indemnified Party," and collectively, the "Indemnified Parties") from and against any and all losses, claims, damages, judgments, liabilities and expenses, whether direct or indirect (including, without limitation, counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to Omni's performance hereunder. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third parties against any Indemnified Party.

(a) Omni and the Receiver shall notify each other in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that either party becomes aware of with respect to the services provided under and pursuant to the Agreement.

(b) The Receiver's indemnification of Omni hereunder shall exclude Losses resulting from Omni's gross negligence or willful misconduct.

(c) The Receiver's indemnification obligations hereunder shall survive the termination of this Agreement.

XI. LIMITATIONS OF LIABILITY

Except as expressly provided herein, Omni's liability to the Receiver for any Losses, unless due to Omni's gross negligence or willful misconduct, shall be limited to the total amount paid by the Receiver for the portion of the particular work that gave rise to the alleged Loss. In no event shall Omni's liability to the Receiver for any Losses arising out of this Agreement exceed the total amount actually paid to Omni for services provided

under and pursuant to this Agreement. Moreover, in no event shall Omni be liable for any indirect, special, or consequential damages (such as loss of anticipated profits or other economic loss) in connection with or arising out of the services provided under and pursuant to this Agreement.

XII. SYSTEM IMPROVEMENTS

Omni reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminals and other equipment, and the Omni database serving the Receiver, so long as any such changes do not materially interfere with ongoing Services provided to the Receiver in connection with the Receiver's pending civil enforcement action.

XIII. CHOICE OF LAW

The validity, enforceability and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

XIV. ARBITRATION

Any dispute arising out of or relating to this Agreement or the breach thereof shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. There shall be one arbitrator named in accordance with such rules. The arbitration shall be conducted in the English language in New York in accordance with the United States Arbitration Act. Notwithstanding the foregoing, if Omni is retained pursuant to a Retention Order, any disputes related to this Agreement shall be decided by the District Court.

XV. GENERAL

(a) Complete agreement. Each party acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, agreements and communications between the parties relating to the subject matter hereof.

(b) Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

(c) Modification. This Agreement may be modified only by a writing duly executed by an authorized representative of the Receiver and an officer of Omni.

(d) Assignment. This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other; provided, however, that either party may assign this Agreement to a wholly-owned subsidiary or affiliate or to an entity which has succeeded to all or substantially all of the business or assets of a party without the other party's consent, provided that the assigning party

provides adequate assurance of performance by the proposed assignee.

(e) Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same agreement. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, which delivery may be made by exchange of copies of the signature page by fax or email.

(f) Force Majeure. Whenever performance by Omni of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, government requirement, strike, lock-out or other industrial or transportation disturbance, fire, flood, epidemic, lack of materials, law, regulation or ordinance, act of terrorism, war or war condition, or by reason of any other matter beyond Omni's reasonable control, then such performance shall be excused, and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

(g) Location services. The Receiver will use their best efforts to cooperate with Omni at the Receiver's facilities if any portion of the Services require Omni's physical presence.

(h) Non-solicitation. Each party agrees that neither it nor any of its subsidiaries shall directly or indirectly solicit for employment, employ or otherwise retain as employees, consultants or otherwise, any employees of the other party during the term of this Agreement and for a period of six (6) months after termination thereof unless the other party provides prior written consent to such solicitation or retention; provided, however, that the foregoing provisions will not prevent either party from hiring or seeking to hire any such person who responds to general advertising or a general solicitation not targeted to the employees of the other party.

(i) Independent contractors. The Receiver and Omni are and shall be independent contractors of each other and no agency, partnership, joint venture, or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

(j) Attorney's fees. In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

XVI. NOTICING

All notices and requests in connection with this Agreement shall be sufficiently given or made if given or made in writing via hand delivery, overnight courier, U.S. Mail (postage prepaid) or email, and addressed as follows:

If to Omni: Omni Agent Solutions
5955 De Soto Avenue
Suite 100
Woodland Hills, CA 91367
Tel: (818) 906-8300
Attn: Brian K. Osborne, Pres. & CEO
Email: Bosborne@omniagnt.com

If to the Receiver: Johnson, Cassidy, Newlon & DeCort
2802 N. Howard Ave
Tampa, FL 33607
Tel: (813) 291-3300
Attn: Katherine C. Donlon, Esq.
kdonlon@jclaw.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

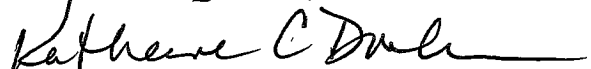
OMNI AGENT SOLUTIONS



By: _____
Name: Paul Deutch
Title: Executive Vice President

Agreed and Accepted this 4th day of June 2021.

**BURTON W. WIAND, RECEIVER,
SECURITIES AND EXCHANGE
COMMISSION V. EQUIALT, LLC. ET AL.**

By: 
Name: Katherine C. Donlon
Title: Counsel to Burton W. Wiand, Receiver

EXHIBIT

“A”

2021 Rate Sheet



Hourly Rates for Standard and Custom Services*	RATE / COST
Analyst	\$35.00 - \$50.00 per hour
Consultants	\$65.00 - \$160.00 per hour
Senior Consultants	\$165.00 - \$200.00 per hour
Solicitation and Securities Services	\$205.00 per hour
Technology/Programming	\$85.00 - \$135.00 per hour

Printing and Noticing Services	RATE / COST
Copy	\$.10 per image
Document folding and insertion	No charge
Labels/Envelope printing	\$.035 each
E-mail noticing	No charge
Certified email	Quote upon request
Facsimile noticing	\$.10 per image
Postage	At cost
Envelopes	(Advance payment required for postage charges over \$10,000) Varies by size

Newspaper and Legal Notice Publishing	RATE / COST
Coordinate and publish legal notice	Quote prior to publishing

Claims Management	RATE / COST
Inputting proofs of claim	Hourly rates (No per claim charges)
Scanning	\$.10 per image
Remote internet access for claims management	No charge
Setup	No charge
Access	No charge

Creditor Database	RATE / COST
Data storage	Under 10,000 records - No charge Over 10,000 records - .08 per Record
Per image storage	No charge

Call Centers / Dedicated Line	RATE / COST
Creation, configuration and initial setup	No charge
Hosting fee	\$20.00 per Month
Usage	\$.0825 per Minute
Call center personnel	Standard Hourly Rates

*Additional professional services not covered by this rate structure will be charged at hourly rates, including any outsourced services performed under our supervision and control.

2021 Rate Sheet



Informational Website		RATE / COST
Creation, Configuration and Initial Setup	No charge	
Data Entry / Information Updates	\$65.00 per hour	
Programming and Customization	\$85 - \$135 per hour	
Debtor Website Hosting	No charge	
Committee Website Hosting	No charge	
Shareholder Website Hosting	No charge	
Scanning	\$0.10 per image	
Case Docket / Claims Register		RATE / COST
	No charge	
Virtual Data Rooms		RATE / COST
	Quote upon request	
Solicitation and Tabulation		RATE / COST
Plan and disclosure statement mailings	Quoted prior to printing	
Ballot tabulation	Standard hourly rates apply	
Public Debt and Equities Securities and/Rights Offerings Services		RATE / COST
Noticing Services	Standard hourly rates apply	
Solicitation, Balloting and Tabulation	Standard hourly rates apply	
Rights Offerings	Standard hourly rates apply	
Security Position Identification Reports	Standard hourly rates apply	

Schedules / SoFA		RATE / COST
Preparation and updating of schedules and SoFAs	\$65.00 - \$200.00 per hour	
UST Reporting Compliance		RATE / COST
Assist debtors to satisfy jurisdictional requirements, preparation of monthly operating and post-confirmation reports	Standard hourly rates apply	
Liquidating / Disbursing Agent		RATE / COST
Comply with Plan requirements, preparation of disbursement reports, payout calculations, check generation, bank reconciliations	Standard hourly rates apply	
Real-Time Reports		RATE / COST
Claims dashboard	No charge	
Claim reports	No charge	
Solicitation dashboard	No charge	
Tabulation dashboard	No charge	
Solicitation reports	No charge	
Miscellaneous		RATE / COST
Telephone charges	At cost	
Delivery	At cost	
Archival DVD/CD-Rom	\$40.00 per copy	